

## AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of October, 2017 (the "Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Quinn Group, Inc., dba Quinn Company, whose corporate address is 3500 Shepherd Street., City of Industry, CA 90601, hereinafter referred to as "CONTRACTOR".

## RECITALS

**WHEREAS**, the COUNTY has a need for a generator maintenance and repair program for the proprietary Caterpillar emergency generators at its Juvenile Justice Campus (JJC); and

**WHEREAS**, the CONTRACTOR is qualified and willing to perform such generator maintenance and repair services.

**NOW, THEREFORE**, the parties agree as follows:

## 1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall perform scheduled preventative maintenance services and corrective repair services for the proprietary Caterpillar emergency generators at the Juvenile Justice Campus (JJC) in accordance with the provisions set forth in Exhibit A, attached hereto and incorporated herein by reference.

B. CONTRACTOR shall install all material, equipment, devices, etc. in accordance with the recommendations of the manufacturer of each particular item. CONTRACTOR shall submit to COUNTY justification for any deviation from the manufacturer's recommendation regarding each particular item and obtain written approval from the appropriate "County Representative" (as that term is defined in Section 2 herein below) prior to completing such work.

C. CONTRACTOR shall provide all labor, materials, equipment, supplies, taxes, insurance, and warranties, etc. to perform all the work in a good and workman-like manner, free from any and all liens and claims of mechanics, material-men, subcontractors, artisans, machinists, teamsters, day-men and laborers required for COUNTY's request for services. The foregoing warranty shall commence on the date of substantial completion of each project hereunder and continue for a period of one (1) year. CONTRACTOR's warranty shall not extend to any damage or

1 defect caused by abuse, modifications not executed by CONTRACTOR, improper or insufficient  
2 maintenance or improper operation. All warranties are contingent upon full payment to the  
3 CONTRACTOR. If any goods or materials provided by CONTRACTOR in the performance of the  
4 work are warranted by the manufacturer, then CONTRACTOR shall make every effort to transfer to  
5 COUNTY all such warranties (and deliver all documents evidencing such warranties).

6 D. All materials, parts and equipment shall be new and per manufacturer  
7 specifications unless otherwise approved in writing by the County Representative.

8 E. All maintenance services shall be scheduled subject to the review and approval of  
9 the County Representative. CONTRACTOR shall provide yearly schedules for such maintenance  
10 work. The first such schedule for the remainder of 2017 shall be provided within 30 days of  
11 contract execution. For subsequent contract years, CONTRACTOR shall provide an annual  
12 maintenance schedule on or before January 1 for each such contract year. CONTRACTOR shall  
13 adhere to these schedules throughout the term of this Agreement.

14 F. Except for emergency response services, all work shall be performed during  
15 CONTRACTOR's "normal" working hours, which shall be from 7:00 AM to 4:30 PM Monday  
16 through Friday, excepting holidays. All work of a callback nature, or trouble calls, shall be treated as  
17 an emergency and once commenced shall be carried through to completion without delay.

18 G. CONTRACTOR shall provide 24 - hour emergency response services for all  
19 equipment maintained hereunder. Emergency response services shall consist of a prompt  
20 response to requests from the County Representative or his/her authorized representative(s) for  
21 any day of the week, at any hour of the day or night. An emergency response service is defined as  
22 any necessity for maintenance, minor repair and/or adjustment of equipment between regular  
23 service calls to restore normal equipment operation. Emergency response services are categorized  
24 as follows:

25 LEVEL I - Requires onsite response within one (1) hour or less.

26 LEVEL II - Requires onsite response within four (4) hours or less.

27 LEVEL III - Requires onsite response at 7:00 AM, the next normal working day.

28 Determination of call level is at the discretion of the County Representative or his/her

1 authorized representative(s). Failure to furnish emergency response services within the above  
2 specified time of notification of need may result in one or more of the following consequences:  
3 withholding of payment, hiring another contractor complete the work at CONTRACTOR's  
4 expense or termination of this Agreement.

5 H. CONTRACTOR shall document each service visit by completing a form  
6 approved by the County Representative. At minimum, the form shall include: date of service, time  
7 of arrival/departure, printed name and signature of technician(s) providing the service, building  
8 number, location of the building, type of service (preventative/corrective/extra services), corrective  
9 action taken, or corrective action recommended, location of devices serviced or repaired, parts  
10 utilized, status of service/repair, printed name, and signature of County Representative authorizing  
11 the work.

12 I. CONTRACTOR acknowledges that the JJC is a "no-hostage facility".  
13 CONTRACTOR shall ensure that its employees and any sub-contractors working in the JJC, and  
14 associated facilities, agree to abide by COUNTY's rules for a no-hostage facility as set forth in  
15 Exhibit B, attached hereto and incorporated herein by this reference. COUNTY may change these  
16 policies and procedures at any time, without any prior notice to the CONTRACTOR.  
17 CONTRACTOR shall plan and execute all work in such a manner as to prevent a breach of the  
18 JJC detention facilities or any other COUNTY secured facility.

19 J. CONTRACTOR shall comply with all Prison Rape Elimination (PREA) Act  
20 standards for juvenile correctional facilities. Training will be provided by Probation, as necessary, at  
21 no charge to CONTRACTOR. CONTRACTOR shall comply with all Probation Department Policies  
22 and Procedures. In the event of a dispute involving COUNTY staff and a CONTRACTOR  
23 employee or subcontractor, the on-duty Facility Administrator will have the final decision.

24 **INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE:**

25 <http://www.prearesourcecenter.org/>.

26 K. In accordance with Labor Code section 1770, et seq., the Director of the  
27 Department of Industrial Relations of the State of California has determined the general prevailing  
28



1 wages rates and employer payments for health and welfare pension, vacation, travel time and  
2 subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs  
3 authorized by Section 3093, and similar purposes applicable to the work to be done.

4 Information pertaining to applicable Prevailing Wage Rates may be found on the website  
5 for the State of California – Department of Industrial Relations:

6 <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage  
7 rates for apprentices may be found on the website for the State of California – Department of  
8 Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

9 It shall be mandatory upon the CONTRACTOR herein and upon any subcontractor to pay  
10 not less than the prevailing wage rates, including overtime and holiday rates, to all workers,  
11 laborers, or mechanics employed on this public work project, including those workers employed as  
12 apprentices. Further, CONTRACTOR and each subcontractor shall comply with Labor Code  
13 sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-  
14 mentioned prevailing wage rates shall be posted by the CONTRACTOR at the job site where it will  
15 be available to any interested party.

16 CONTRACTOR shall comply with Labor Code section 1775 and forfeit as a penalty to  
17 COUNTY Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each  
18 worker paid less than the prevailing wage rates for the work or craft in which the worker is  
19 employed for any work done under this project by CONTRACTOR or by any subcontractor under  
20 CONTRACTOR in violation of Labor Code section 1770, et seq. In addition to the penalty, the  
21 difference between the prevailing wage rates and amount paid to each worker for each calendar  
22 day or portion thereof for which each worker was paid less than the prevailing wage rate shall be  
23 paid to each worker by the CONTRACTOR or subcontractor.

24 CONTRACTOR and subcontractor shall keep an accurate record showing the names,  
25 address, social security number, work classification, straight time and overtime hours worked each  
26 day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or  
27 other employee employed by him or her in connection with this public work project. In accordance  
28 with Labor Code section 1776, each payroll record shall be certified and verified by a written

1 declaration under penalty of perjury stating that the information within the payroll record is true and  
2 correct and that the CONTRACTOR or subcontractor complied with the requirements of Labor  
3 Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work  
4 project. These records shall be open at all reasonable hours to inspection by the COUNTY, its  
5 officers and agents, and to the representatives of the State of California – Department of Industrial  
6 Relations, including but not limited to the Division of Labor Standards Enforcement.

7 L. CONTRACTOR shall comply with all applicable Federal, State, County and  
8 City laws, rules and regulations regarding wages, hours and working conditions.

9 M. CONTRACTOR shall comply with all applicable Federal, State, County and City  
10 laws, rules and regulations regarding safety and hazardous materials.

11 **2. OBLIGATIONS OF THE COUNTY**

12 A. COUNTY will provide inspection and acceptance of the work.

13 B. COUNTY shall compensate the CONTRACTOR as provided in this Agreement.

14 C. COUNTY shall provide one (1) "County Representative" to represent the  
15 COUNTY as set forth herein below and work with the CONTRACTOR in carrying out  
16 CONTRACTOR's obligations under this Agreement. The County Representative responsible will  
17 be the COUNTY's Facilities Division Manager or his or her designee.

18 D. The COUNTY Representative will:

- 19 a. Approve equipment shutdown schedules;
- 20 b. Approve temporary equipment and material storage areas;
- 21 c. Approve or disapprove of any use of non-standard equipment or materials;
- 22 d. Approve work authorizations;
- 23 e. Verify work completion; and
- 24 f. Determine the appropriate emergency response and trouble call service  
25 categorization (i.e., Level I, Level II or Level III)

26 **3. TERM**

27 The term of this Agreement shall be for a period of three (3) years, commencing on  
28 the Effective Date, through and including the last day of the three-year period. This Agreement may

1 thereafter be extended for two (2) additional consecutive twelve (12) month periods upon written  
2 approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12)  
3 month extension period. COUNTY's Director of Internal Services/Chief Information Officer or  
4 his/her designee, is authorized to execute such written approval on behalf of COUNTY based on  
5 CONTRACTOR's satisfactory performance.

6 **4. TERMINATION**

7 A. Non-Allocation of Funds – The terms of this Agreement, and the services to be  
8 provided hereunder, are contingent on the approval of funds by the appropriating government  
9 agency. Should sufficient funds not be allocated, the services provided may be modified, or this  
10 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written  
11 notice.

12 B. Breach of Contract – The COUNTY may immediately suspend or terminate this  
13 agreement in whole or in part, where in the determination of the COUNTY there is:

- 14 a. An illegal or improper use of funds;  
15 b. A failure to comply with any term of this agreement;  
16 c. A substantially incorrect or incomplete report submitted to the COUNTY; or  
17 d. Improperly performed service that will not or cannot be reasonably corrected  
18 by the CONTRACTOR.

19 In no event shall any payment by the COUNTY constitute a waiver by the  
20 COUNTY of any breach of this agreement or any default which may then exist on the part of the  
21 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the  
22 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of  
23 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the  
24 CONTRACTOR under this agreement, which in the judgement of the COUNTY were not  
25 expended in accordance with the terms of this agreement. The CONTRACTOR shall promptly  
26 refund any such funds upon demand.  
27  
28

1 C. Without Cause – Under circumstances other than those set forth above, this  
2 agreement may be terminated by COUNTY upon giving thirty (30) days advance written notice of  
3 an intention to terminate to CONTRACTOR.

4 **5. COMPENSATION**

5 COUNTY agrees to pay CONTRACTOR and CONTRACTOR  
6 agrees to receive compensation as follows:

7 A. CONTRACTOR's compensation shall be based on the services, materials and  
8 parts provided for each generator at the pricing listed in Exhibit A., which shall remain in effect for  
9 the duration of this Agreement.

10 B. Preventative Maintenance –

11 The maximum compensation under this Agreement for preventative  
12 maintenance services shall not exceed \$55,964 for years one through three combined. The  
13 maximum compensation for preventative maintenance services for potential years four and five  
14 combined shall not exceed a total amount of \$28,170. In no event shall such services provided  
15 hereunder exceed \$84,134 for the entire potential five-year term of this Agreement.

16 C. Extra Services –

17 "Extra Services" are expressly contemplated to include, but are not necessarily  
18 limited to, the potential addition of other emergency generators, miscellaneous parts, and  
19 emergency response services which may be provided by CONTRACTOR as determined by  
20 COUNTY. This Agreement shall not be construed as a commitment to purchase any Extra  
21 Services from CONTRACTOR and CONTRACTOR shall not undertake any Extra Services  
22 without the advance written authorization of the County Representative or his/her designee. .  
23 The maximum compensation for such optional Extra Services shall not exceed a total of  
24 \$90,000 for the entire potential five-year term of this Agreement.

25 D. Total Maximum Compensation –

26 In no event shall the maximum total compensation payable under this  
27 Agreement exceed \$174,134 over the entire potential five-year term of this Agreement.

28 **6. INVOICING**

1           Upon completion of work, CONTRACTOR shall submit invoices in triplicate to the  
2 County of Fresno, Facility Services Division, 4590 East Kings Canyon Road, Fresno, CA 93702.  
3 Invoices shall clearly reference the provided contract number, identify the responsible COUNTY  
4 department, the name of the facility where the services were performed, the date upon which such  
5 services were performed, and a cost breakdown of services, labor, and parts. COUNTY will pay  
6 CONTRACTOR within forty-five (45) days of receipt of an approved invoice, by mail addressed to  
7 CONTRACTOR's remittance address: 10273 S. Golden State Blvd., Selma, CA 93662.

8           **7. LICENSES, PERMITS, FEES AND ASSESSMENTS**

9           CONTRACTOR shall obtain at its sole cost and expense such licenses, permits,  
10 registrations, and approvals as may be required by law for the performance of the services  
11 provided under this Agreement. CONTRACTOR shall be solely responsible for any fees,  
12 assessments, taxes, penalties and interest, which may be imposed by law and arise from or  
13 are necessitated by the CONTRACTOR's performance of the services provided under this  
14 Agreement, and shall indemnify, defend and hold harmless the COUNTY, its officers,  
15 employees or agents, against any such fees, assessments, taxes, penalties or interest levied,  
16 assessed or imposed against COUNTY hereunder.

17           **8. INDEPENDENT CONTRACTOR**

18           In performance of the work, duties and obligations assumed by CONTRACTOR  
19 under this agreement, it is mutually understood and agreed that CONTRACTOR, including any and  
20 all of the CONTRACTOR's officers, agents, and employees will at all times be acting and  
21 performing as an independent contractor, and shall act in an independent capacity and not as an  
22 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
23 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method  
24 by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the  
25 right to administer this agreement so as to verify that CONTRACTOR is performing its obligations  
26 in accordance with the terms and conditions thereof.



1 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and  
2 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the  
3 subject thereof.

4 Because of its status as an independent contractor, CONTRACTOR shall have  
5 absolutely no right to employment rights and benefits available to COUNTY employees.  
6 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its  
7 employees all legally required employee benefits. In addition, CONTRACTOR shall be solely  
8 responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's  
9 employees, including compliance with Social Security withholding and all other regulations  
10 governing such matters. It is acknowledged that during the term of this agreement, CONTRACTOR  
11 may be providing services to others unrelated to the COUNTY or to this agreement.

12 **9. MODIFICATION**

13 This agreement may be modified from time to time by the written consent of all the  
14 parties without, in any way, affecting the remainder.

15 **10. NON-ASSIGNMENT**

16 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or  
17 duties under this agreement without the prior written consent of the other party.

18 **11. HOLD HARMLESS**

19 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's  
20 request, defend the COUNTY, its officers, agents, and employees from any and all costs and  
21 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection  
22 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees  
23 under this agreement, and from any and all costs and expenses, damages, liabilities, claims, and  
24 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged  
25 by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees  
26 under this agreement.

27 **12. INSURANCE**

28

1 Without limiting the COUNTY's right to obtain indemnification from  
2 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full  
3 force and effect, the following insurance policies throughout the term of the agreement:

4 A) COMMERCIAL GENERAL LIABILITY

5 Commercial General Liability Insurance with limits of not less than One Million  
6 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars  
7 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require  
8 specific coverages including completed operations, products liability, contractual liability,  
9 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed  
10 necessary because of the nature of this contract.

11 B) AUTOMOBILE LIABILITY

12 Comprehensive Automobile Liability Insurance with limits for bodily injury of not  
13 less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred  
14 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty  
15 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred  
16 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles  
17 used in connection with this agreement.

18 C) PROFESSIONAL LIABILITY

19 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,  
20 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less  
21 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)  
22 annual aggregate.

23 D) WORKER'S COMPENSATION

24 A policy of Worker's Compensation insurance as may be required by the  
25 California Labor Code.

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
27 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
28 collectively, as additional insured, but only insofar as the operations under this agreement are

1 concerned. Such coverage for additional insured shall apply as primary insurance and any  
2 other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees  
3 shall be excess only and not contributing with insurance provided under CONTRACTOR's  
4 policies herein. This insurance shall not be cancelled or changed without a minimum of thirty  
5 (30) days advance written notice given to COUNTY.

6           Within Thirty (30) days from the date CONTRACTOR executes this agreement,  
7 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all  
8 of the foregoing policies, as required herein, to the County of Fresno, Attn: Facility Services  
9 Manager, 4590 E. Kings Canyon, Fresno, CA 93702, stating that such insurance coverages  
10 have been obtained and are in full force; that the County of Fresno, its officers, agents and  
11 employees will not be responsible for any premiums on the policies; that such Commercial  
12 General Liability insurance names the County of Fresno, its officers, agents and employees,  
13 individually and collectively, as additional insured, but only insofar as the operations under this  
14 agreement are concerned; that such coverage for additional insured shall apply as primary  
15 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,  
16 agents and employees, shall be excess only and not contributing with insurance provided under  
17 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
18 without a minimum of thirty (30) days advance, written notice given to COUNTY.

19           In the event CONTRACTOR fails to keep in effect at all times insurance  
20 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,  
21 suspend or terminate this agreement upon the occurrence of such event.

22           All policies shall be with admitted insurers licensed to do business in the State of  
23 California. Insurance purchased shall be purchased from companies possessing a current A.M.  
24 Best, Inc. rating of A FSC VII or better.

### 25           **13.   AUDITS AND INSPECTIONS**

26           CONTRACTOR shall at any time during CONTRACTOR's normal business hours,  
27 and upon prior written notice, as often as the COUNTY may deem necessary, make available to  
28 the COUNTY for examination all of its records and data with respect to the matters covered by this

1 agreement. CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and  
2 inspect all of such records and data necessary to ensure CONTRACTOR's compliance with the  
3 terms of this agreement. Any such examinations or audits shall be at the COUNTY's expense.

4 If this agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall  
5 be subject to the examination and audit of the Auditor General for a period of three (3) years after  
6 final payment under contract (Government Code Section 8546.7).

7 **14. NOTICES**

8 A) AUTHORITY TO GIVE AND RECEIVE NOTICES

9 The persons and their addresses having authority to give and receive notices  
10 under this agreement include the following:

11 COUNTY OF FRESNO

12 Facility Services Manager  
13 4590 E. Kings Canyon Road  
14 Fresno, CA 93702  
15 Telephone: (559) 600-7242  
16 FAX: (559) 600-7739

CONTRACTOR

George Ayala  
Product Support Sales Representative  
10273 S. Golden State Blvd.  
Selma, CA 93662  
Office: (559) 891-6668  
Cell: (559) 351-9630  
FAX: (559) 891-6704  
Email: georgeayala@quinnpower.com

17 All notices between the COUNTY and CONTRACTOR provided for or permitted  
18 under this agreement or by law shall be in writing and delivered either by personal service, by first-  
19 class United States mail, by an overnight commercial courier service, or by telephonic facsimile  
20 transmission. A notice delivered by personal service is effective upon service to the recipient. A  
21 notice delivered by first-class United States mail is effective three COUNTY business days after  
22 deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered  
23 by an overnight commercial courier service is effective one COUNTY business day after deposit  
24 with the overnight commercial courier service, delivery fees prepaid, with delivery instructions  
25 given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile  
26 is effective when transmission to the recipient is completed (but, if such transmission is completed  
27 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
28

1 next beginning of a COUNTY business day), provided that the sender maintains a machine record  
2 of the completed transmission. For all claims arising out of or related to this agreement, nothing in  
3 this section establishes, waives, or modifies any claims presentation requirements or procedures  
4 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of  
5 the Government Code, beginning with section 810).

6 **15. GOVERNING LAW**

7 Venue for any action arising out of or related to this agreement shall only be in  
8 Fresno County, California.

9 The rights and obligations of the parties and all interpretation and performance of  
10 this agreement shall be governed in all respects by the laws of the State of California.

11 **16. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

12 This provision is only applicable if the CONTRACTOR is operating as a corporation  
13 (a for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR  
14 changes its status to operate as a corporation.

15 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
16 transactions that they are a party to while CONTRACTOR is providing goods or performing  
17 services under this agreement. A self-dealing transaction shall mean a transaction to which the  
18 CONTRACTOR is a party and in which one or more of its directors has a material financial interest.  
19 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party  
20 to by completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit C) and  
21 submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately  
22 thereafter.

23 **17. ENTIRE AGREEMENT**

24 This agreement constitutes the entire agreement between the CONTRACTOR and  
25 COUNTY with respect to the subject matter hereof and supersedes all previous agreement  
26 negotiations, proposals, commitments, writings, advertisements, publications, and understandings  
27 of any nature whatsoever unless expressly included in this agreement.  
28



1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
2 the day and year first hereinabove written.

3 CONTRACTOR

4 H. K. A.  
Henry Quan, President

6 Date: Sept. 29, 2017

8 L. M. T.  
Lino Martin, Assistant Secretary

9 Date: Sept. 29, 2017

10 Quinn Group, Inc. dba Quinn Company  
11 3500 Shepherd Street  
12 City of Industry, CA 90601

16 FOR ACCOUNTING USE ONLY:

17 FUND: 1045  
18 SUBCLASS: 10000  
19 ORG NO.: 8935

COUNTY OF FRESNO

B. Pacheco  
Brian Pacheco  
Chairman, Board of Supervisors

Date: October 17, 2017

Bernice E. Seidel  
Clerk, Board of Supervisors

By: J. C. S.  
DEPUTY

REVIEWED & RECOMMENDED FOR APPROVAL

R. W. Bash  
Robert W. Bash, Director of Internal Services/  
Chief Information Officer

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg  
County Counsel B. M. S. Chief Deputy for

By: J. S. S.  
DEPUTY

APPROVED AS TO ACCOUNTING FORM

Oscar J. Garcia, CPA  
Auditor-Controller/Treasurer-Tax Collector

By: O. J. Garcia

# EXHIBIT A

I. The following quotes are for preventative maintenance for two (2) generators at the Juvenile Justice Campus (JJC). These generators include Caterpillar 3512B SN CMC01090 and Caterpillar 3512B SN CMC01091. The fee for each preventative maintenance service stated below includes the cost of both generators. The prices quoted shall be fixed for the entire term of the contract. The frequencies listed are estimates, no minimum or maximum amount is guaranteed. County reserves the right to add or delete the frequency of services on an as-needed basis during the entire term of the contract.

PREVENTATIVE MAINTENANCE	PER VISIT FEE
PM Level 2 – Annual Service	\$5,188
PM Load Bank (2 hours test duration)	\$40,400
PM 3 Cooling System Service	\$13,954
PM Battery Replacement	\$3,840

\*The following part(s) shall be replaced for the above scope of work. Engine oil, oil filter(s), water separator filter(s) as equipped, engine coolant, hose(s), belt(s), thermostat(s), gasket(s), sealant, hose clamps(s), radiator cap, and other misc. parts. Air filter costs for each generator are not included and will be at an additional cost to COUNTY.

II.

The following quotes are for emergency response services. They are defined as situations that may pose an immediate risk to Fresno County employees, citizens, business processes, and property. They require urgent intervention to prevent a worsening of a situation. Determination of type of emergency callback is at the sole discretion of the COUNTY's Facilities Division Manager or his or her designee. Emergency response services will be categorized as follows:

LEVEL I -Requires onsite response within one (1) hour or less.

LEVEL II -Requires onsite response within four (4) hours or less.

LEVEL III - Requires onsite response at 7:00 AM, the next normal working day.

Normal business hours are defined as 7:00am-4:30pm Monday through Friday. Non-normal business hours are defined to include anything other than "normal business hours," Saturdays, Sundays, and holidays. For non-normal business hour rates, COUNTY will be required to pay an hourly minimum of four (4) hours. The labor rates below are effective upon contract execution and will remain in effect for the entire term of this contract.

EMERGENCY RESPONSE RATES		
	Normal business hours	Non-normal business hours
STANDARD SHOP RATE	\$90.00 per hour	\$180.00 per hour
STANDARD FIELD EPG RATE	\$110.00 per hour	\$193.50 per hour

\*Travel costs and other incidental costs are included in the above rates.



### PM Level 1 Multi Point Inspection

- \* Comprehensive detailed inspection of units is performed.
- \* Check/Adjust all fluid levels and pressures for correct operation.
- \* Check and inspect air cleaner restriction gauge and air filter element.
- \* Check primary source fuel tank for water with water finding paste.
- \* Check Day tank, Fuel tank, Fuel line fittings for leaks.
- \* Check Cooling System hoses, caps, clamps for brittleness, leaks, cracks, and weakness.
- \* Check ir voltages, charging rates, fluids, and specific gravities / ICV's.
- \* Engine cranking Batteries will be tested under start up load for voltage drop.
- \* Block Heater elements and inlet/outlet t-stats are checked for proper output and operation.
- \* Engine Fan Drive and Belts are inspected and adjusted for proper tension and condition.
- \* Check Turbo Charger rotation / end play if so equipped.
- \* Check generator brushes for proper tension/setting as equipped.
- \* Check and document Control Panel instruments for proper operation and values.
- \* Grease bearings, fan shafts, linkages, and equipment fittings as required.
- \* Hot oil sample taken and submitted for analysis.
- \* Test safety alarms and contacts.
- \* Run unit under load for up to 15 minutes when authorized by site authority.
- \* Submit report to customer.

### PM Level 2 Annual Service-Major w/ Multi Point Inspection <---COVERED

- \* All items from PM Level 1 are performed, PLUS
- \* Change crankcase oil, oil filter(s), fuel filter(s), water separator(s), coolant filter(s), as equipped. Air Filter additional cost =

- \* Submit report to customer.

### PM Level 3 Cooling System Service <-----COVERED

- \* Drain, contain and dispose of waste coolant.
- \* Flush cooling system with fresh water.
- \* Replace all coolant hoses and clamps (upgrade block heater hoses to steel braided as recommended).
- \* Replaced the radiator pressure cap(s)
- \* Replaced the engine thermostat(s) and associated gasket(s).
- \* Replaced the engine fan belt(s) and alternator drive belt(s).
- \* Refill system with proper amount of glycol antifreeze and conditioners.
- \* Rod and clean oil cooler or heat exchanger as equipped (if required).
- \* Test run unit to operating temperature, under load when authorized by site personnel.
- \* Return unit back to original mode of operation.
- \* Submit report to customer.

### PM Level 4 Minor Inspection

- \* Perform general walk around inspection of unit.
- \* Fluid levels are spot checked for correct operating range.
- \* Inspect air filter element.
- \* Fuel tank/engine fuel line fittings are inspected for leaks and tighten as required.
- \* Coolant hoses inspected for brittleness, leaks, cracks, and weakness.
- \* Engine cranking batteries will be tested under start up load for voltage drop.
- \* Jacket water heater element and inlet/outlet t-stats are checked for proper operation.
- \* Engine drive belts inspected for proper tension and condition.
- \* Control panel instruments checked for proper operation.
- \* Unit is run for 10 minutes, under no load.
- \* Return unit back to original mode of operation.
- \* Submit report to customer.

### PM Hourly Service per Unit Run Hours

- \* PM Service level is based upon unit run hours as opposed calendar schedule and is typically reserved for operation and maintenance agreements.

### PM PG Point Guard Monitoring

- \* Point Guard monitors various inputs and outputs of unit operation and functionality.
- \* Identifies and alerts authorized personnel of potential problems by fault notification via text or e-mail by cellular, satellite, or land-line applications.

### PM LB Load Bank Testing <-----COVERED

- \* Connect resistive load bank as applicable to generator.
- \* Run Test with requested load for 2 hours test duration
- \* Record readings and provide recommendations if needed.
- \* Disconnect load bank from unit.
- \* Return unit back to original mode of operation.
- \* Submit report to customer.

### PM Megohmmeter Generator Electrical Winding Test

- \* This test should be performed as part of periodic maintenance in order to detect the deterioration of the winding insulation.
- \* Perform megohmmeter test on generator winding and measure winding insulation resistance.
- \* Submit report to customer.

### PM ATS Automatic Transfer Switch Service

- \* De-energize the transfer switch, when possible.
- \* Clean unit of dust and dirt accumulations.
- \* Clean open-type relays of dust/grease or oil.
- \* Visually inspect unit for signs of arching, burning, hot spots, charring, or other damages.
- \* Inspect for loose, broken or badly worn parts.
- \* Check terminal lugs and trip units for tightness / signs of overheating.
- \* Check main current carrying contacts for arching, pitting, and discoloration.
- \* Clean main contacts if needed, check and re-tighten if needed.
- \* Check manual switches for free movement and contact continuity.
- \* Check and adjust relay finger contacts if needed.
- \* Lubricate all components for proper operation as needed.
- \* Check plug connections, if equipped.
- \* Check door closure, locking bars and handle mechanism for proper operation.
- \* Check exercise timer if equipped.
- \* Perform transfer test of ATS under load when authorized by site personnel.
- \* Check all components/timers for proper operation and sequencing.
- \* Check main power connections for heat build-up with infra-red gun or provide optional PM Infra-Red scan.
- \* Timers reset to customer specifications and placed in automatic mode.
- \* Return unit back to original mode of operation.
- \* Submit report to customer.

### PM Battery Battery Replacement <-----COVERED

- \* Engine cranking batteries are removed and replaced.
- \* Engine cranking batteries will be tested under start up load for voltage drop.
- \* Used battery disposal is provided.
- \* Test run unit without load.
- \* Return unit back to original mode of operation.
- \* Submit report to customer.

### PM IR Infra-Red Thermography Inspection

- \* Problems can develop when electrical components generate excessive heat due to deterioration, loose connections, or overloads. An Infra-Red inspection is recommended to be performed on all of the following areas: generator output connections, cables, bus, and generator breakers, while system is energized.
- Inspection consist of:
- \* Set-up of Thermo graphic Imaging Infra-Red camera.
- \* Conduct infra-red scanning inspection.
- \* High resolution photographs will accompany recommendations for corrective action or repair, and will assist overall as a critical part of any complete predictive or conditional based maintenance program.
- \* Submit report to customer after technical review has been completed.

### PM SWG Switchgear Service

- \* Services include manufacturer recommended equipment service & inspection on single standby loads and multi-unit paralleling systems. (See Attached)
- \* Submit report to customer.

### PM UPS UPS Service

- \* Services include manufacturer recommended equipment service & inspection for ir and rotary type systems
- \* Performance will be based upon the specific manufacturer scopes of work and whether or not the equipment is energized or de-energized.
- \* All services are performed only as unit is equipped and as our technician is authorized.
- \* Submit report to customer.

## ADDITIONAL CSA PM LEVEL DESCRIPTIONS

### For PM Level 2 Annual Service-Major w/Multi Point Inspection

- All hoses that need to be replaced shall be replaced with silicone hoses for an additional charge.
- Ignition systems will be checked and cleaned as necessary. The timing will be checked and adjusted as necessary.
- Inspect exhaust system, air filters, air cleaners, and radiator core for leaks and defects. Replace if necessary.
- Inspect, clean, and tighten all generator output connections per OEM specifications. Verify output voltage, phasing, and proper operation of all electrical monitoring devices.
- Load test batteries.
- Check radiator louvers for proper operation.
- Start engine and run under facility load, if possible.
- Test safety shutdown systems.
- Inspect condition of engine drive belts and hoses.

### For PM Battery Replacement

- Clean and tighten all battery cable connections.
- Check battery electrolyte level and specific gravity.



Customer: **Fresno County Juvenile**  
 Address: 4590 E. Kings Canyon Ave.  
 FRESNO

CA 93702

 Date: 9/1/2017  
 Phone No. 559-600-7242  
 Fax No. 559-600-7681

 Attention: **Josh Noel**

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description		PM LEVEL 2	LOADBANK	PM LEVEL 3	Battery	TOTAL
Caterpillar 3512B, SN CMC01090	LABOR:	\$0.00	\$899.00	\$0.00	\$0.00	\$20,200.00
<a href="#">#1: 4590 E. Kings Canyon Ave. FRESNO</a>	EST. PARTS:	\$0.00	\$1,695.00	\$0.00		
						\$22,794.00
Caterpillar 3512B, SN CMC01091	LABOR:	\$0.00	\$899.00	\$0.00	\$0.00	\$20,200.00
<a href="#">#2: 4590 E. Kings Canyon Ave. FRESNO</a>	EST. PARTS:	\$0.00	\$1,695.00	\$0.00		
	<b>Year 1</b>	<b>Total</b>	<b>\$5,188.00</b>			
Caterpillar 3512B, SN CMC01090	LABOR:	\$0.00	\$899.00	\$0.00	\$0.00	\$20,200.00
<a href="#">#1: 4590 E. Kings Canyon Ave. FRESNO</a>	EST. PARTS:	\$0.00	\$1,695.00	\$0.00		
						\$2,594.00
Caterpillar 3512B, SN CMC01091	LABOR:	\$0.00	\$899.00	\$0.00	\$0.00	\$20,200.00
<a href="#">#2: 4590 E. Kings Canyon Ave. FRESNO</a>	EST. PARTS:	\$0.00	\$1,695.00	\$0.00		
	<b>Year 2</b>	<b>Total</b>	<b>\$5,188.00</b>			
Caterpillar 3512B, SN CMC01090	LABOR:	\$0.00	\$899.00	\$0.00	\$0.00	\$20,200.00
<a href="#">#1: 4590 E. Kings Canyon Ave. FRESNO</a>	EST. PARTS:	\$0.00	\$1,695.00	\$0.00		
						\$2,594.00
Caterpillar 3512B, SN CMC01091	LABOR:	\$0.00	\$899.00	\$0.00	\$0.00	\$20,200.00
<a href="#">#2: 4590 E. Kings Canyon Ave. FRESNO</a>	EST. PARTS:	\$0.00	\$1,695.00	\$0.00		
	<b>Year 3</b>	<b>Total</b>	<b>\$5,188.00</b>			
Caterpillar 3512B, SN CMC01090	LABOR:	\$0.00	\$899.00	\$0.00	\$0.00	\$3,980.00
<a href="#">#1: 4590 E. Kings Canyon Ave. FRESNO</a>	EST. PARTS:	\$0.00	\$1,695.00	\$0.00	\$2,997.00	\$600.00
						\$11,491.00
Caterpillar 3512B, SN CMC01091	LABOR:	\$0.00	\$899.00	\$0.00	\$0.00	\$3,980.00
<a href="#">#2: 4590 E. Kings Canyon Ave. FRESNO</a>	EST. PARTS:	\$0.00	\$1,695.00	\$0.00	\$2,997.00	\$600.00
	<b>Year 4</b>	<b>Total</b>	<b>\$5,188.00</b>			
Caterpillar 3512B, SN CMC01090	LABOR:	\$0.00	\$899.00	\$0.00	\$0.00	\$3,980.00
<a href="#">#1: 4590 E. Kings Canyon Ave. FRESNO</a>	EST. PARTS:	\$0.00	\$1,695.00	\$0.00	\$2,997.00	\$600.00
						\$2,594.00
Caterpillar 3512B, SN CMC01091	LABOR:	\$0.00	\$899.00	\$0.00	\$0.00	\$3,980.00
<a href="#">#2: 4590 E. Kings Canyon Ave. FRESNO</a>	EST. PARTS:	\$0.00	\$1,695.00	\$0.00	\$2,997.00	\$600.00
	<b>Year 5</b>	<b>Total</b>	<b>\$5,188.00</b>			
<b>TOTAL FEE \$ :</b>		\$0.00	\$25,940.00	\$0.00	\$0.00	\$40,400.00
						\$13,954.00
						\$3,840.00
						\$84,134.00

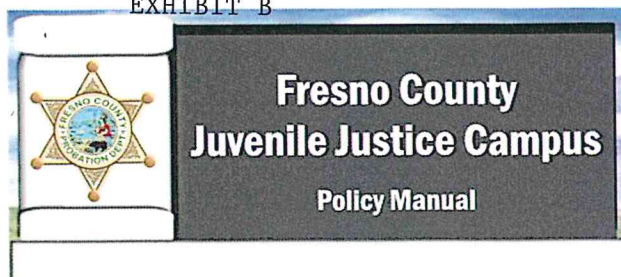


## EMERGENCY NUMBERS FOR FRESNO BRANCH

**10273 S. Golden State, Selma, CA, 93662**

For regular, emergency service, please call the following numbers:

Customer Services		(800) 789-9774
After hours, Saturdays, Sundays, and holidays		(559) 896-4040
Sales Representative	George Ayala	(559) 891-6668
CSA Supervisor	Lee Dao	(562) 463-4794
Service Coordinator	Cory Freeman	(559) 896-5468
Sales & Rental Rep. Industrial	Mike Serpa	(559) 897-1395
Sales & Rental Rep. Electrical	Daniel Finnigan	(559) 203-0239
Service Manager	Fred Martinez	(559) 891-6764
Service Coordinator	Jesalyn Harper	(559) 891-6608



**Subject: Hostage Situations**

**Policy Number: 326.0**

**Page: 1 of 2**

**Date Originated: April 1, 2004**

**Date Revised: February 1, 2008**

**Authority: Title 15; Section 1327;  
California Code of Regulations**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

## **I. HOSTAGE SITUATION PROCEDURES**

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
  1. Summon assistance from other officers as required.
  2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
  3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
  4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
  5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:

1. The number and identity of both the hostages and hostage takers;
  2. Any known weapons possessed by the hostage takers;
  3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

## **II. PARENTAL AND MEDIA INFORMATION**

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

## **III. SECURITY AND OPERATIONAL REVIEW**

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

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In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

The definition above will be utilized for purposes of completing this disclosure form.

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

- a. The name of the agency/company with which the corporation has the transaction; and
- b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

(5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
Name:		Date:	
Job Title:			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
Signature:		Date:	